

IN THE IOWA DISTRICT COURT FOR POLK COUNTY

THE STATE OF IOWA, ex rel.
THOMAS J. MILLER, ATTORNEY GENERAL
99AG25112

Plaintiff,

v.

U.S. FIDELIS, INC., fka National
Auto Warranty Services, Inc., dba
Dealer Services,

and

DARAIN E. ATKINSON,
Individually and in his corporate capacity,

and

CORY C. ATKINSON
Individually and in his corporate capacity,

Defendants.

Equity No. CE 65252

PETITION

FILED
POLK COUNTY, IA
10 APR 29 AM 8:24
CLERK DISTRICT COURT

The State of Iowa ex rel. Attorney General Thomas J. Miller, by Special Assistant Attorney General William L. Brauch, brings this action against U.S. Fidelis, Inc., Darain Atkinson, and Cory Atkinson ("Defendants"), pursuant to the provisions of Iowa Code § 714.16, commonly known as the Iowa Consumer Fraud Act, and in support of its claims states as follows:

INTRODUCTION

The Attorney General of Iowa brings this action to permanently end Defendants' unlawful practices, obtain restitution for injured Iowa consumers, and penalize Defendants for their intensive campaign of trickery, deception and harassment designed to mislead Iowa

consumers about the auto service contracts they offered for sale.

U.S. Fidelis' marketing plan was to sell auto service contracts by lying to consumers about the identity of the seller, by misrepresenting the nature and features of the products, and by engaging in a campaign of abusive telemarketing of consumers.

U.S. Fidelis and the individual Defendants attempted to deceive consumers into believing that their vehicles' manufacturer was writing or calling them to offer to extend the manufacturer's warranty when, in fact, Defendants' service contracts were not offered by auto manufacturers and fell well short of the coverage offered by standard manufacturer warranties.

U.S. Fidelis further misled consumers by expressly overstating the scope of coverage and understating or omitting to disclose the many limitations of coverage in Defendants' service contracts.

Defendants also engaged in an unprecedented unlawful telemarketing campaign, which included a substantial number of repeat calls, including calls to many consumers whose telephone numbers were listed on the national Do Not Call list.

This action is brought to prevent Defendants from profiting from their unlawful acts and from ever again subjecting Iowa consumers to such misconduct.

PARTIES

1. Plaintiff is the State of Iowa ex rel. Thomas J. Miller, the duly elected Attorney General of the State of Iowa.

2. Defendant U.S. Fidelis, Inc., f/k/a National Auto Warranty Services, Inc. and Dealer Services ("U.S. Fidelis"), is a Missouri corporation with its principal place of business located at 100 Mall Parkway, Wentzville, Missouri 63385, and its registered agent for service of process in

Iowa is National Registered Agents, Inc., 604 Locust Street, Suite 222, Des Moines, IA 50309.

3. Defendant U.S. Fidelis conducted business under the name National Auto Warranty Services, Inc., until it changed its name on January 22, 2009.

4. Defendant Darain Atkinson is an individual, is the President, Treasurer, Director and 50 percent shareholder of U.S. Fidelis, and currently resides at 5 Lakeview Court, Lake Saint Louis, Missouri 63367.

5. Defendant Cory Atkinson is an individual, is the Vice-President, Secretary, Director and 50 percent shareholder of U.S. Fidelis, and currently resides at 302 Atkinson Way, Wentzville, Missouri 63385.

6. Defendants Darain Atkinson and Cory Atkinson are being sued in their individual capacity as well as in their capacity as officers and directors of Defendant U.S. Fidelis.

7. On information and belief, Defendants Darain Atkinson and Cory Atkinson, at all relevant times hereto, operated, dominated, controlled and directed the business activities of Defendant U.S. Fidelis, causing, personally participating in, and/or ratifying the acts and practices of Defendant U.S. Fidelis, as described in this Petition.

8. Specifically, Plaintiff believes that Defendants Darain Atkinson and Cory Atkinson participated personally (1) in the design, establishment, and approval of the deceptive advertising, marketing and sales practices described in this Petition; (2) in the establishment of the refund policies and practices affecting consumers seeking to cancel their purchases of the merchandise described in this Petition; (3) in the hiring and firing of sales personnel and other representatives of Defendant U.S. Fidelis whom the Atkinsons directed to, and who did, carry out the advertising, marketing and deceptive sales practices described in this Petition; and (4) in

the training, direction and oversight of sales personnel and other representatives of Defendant U.S. Fidelis. Accordingly, Defendants Darain Atkinson and Cory Atkinson are liable for both those acts in which they personally participated as well as the acts of Defendant U.S. Fidelis, its employees and other agents because Defendants Darain Atkinson and Cory Atkinson controlled and/or directed these acts.

9. For the purposes of this Petition, the term, "Defendants," unless otherwise specified, shall refer to all Defendants; and when used in conjunction with allegations of unlawful conduct, shall mean that each defendant committed such act or is legally accountable for such act.

JURISDICTION

10. The Attorney General of Iowa has the authority to initiate an action for consumer fraud in violation of Iowa Code § 714.16.

11. The Iowa Consumer Fraud Act, Iowa Code § 714.16(2)(a), provides in pertinent part:

The act use or employment by a person of an unfair practice, deception, fraud, false pretense, false promise, or misrepresentation, or the concealment, suppression or omission of a material fact with intent that others rely upon the concealment, suppression, or omission, in connection with the lease, sale, or advertisement of any merchandise ... whether or not a person has in fact been misled, deceived, or damaged is an unlawful practice.

12. Iowa Code § 714.16(1) provides the following definitions:

(f) "Deception" means an act or practice which has the tendency or capacity to mislead a substantial number of consumers as to a material fact or facts.

(n) "Unfair practice" means an act or practice which causes substantial, unavoidable injury to consumers that is not outweighed by any consumer or competitive benefits which the practice produces.

13. Iowa Code § 714.16(7) explains that except in the case of a material omission, it is not necessary for the Attorney General to prove reliance, damages, intent, or knowledge, stating

in pertinent part:

Except in an action for the concealment, suppression, or omission of a material fact with intent that others rely upon it, it is not necessary in an action for reimbursement or an injunction, to allege or to prove reliance, damages, intent to deceive, or that the person who engaged in an unlawful act had knowledge of the falsity of the claim or ignorance of the truth.

14. Iowa Code § 714.16(7) in pertinent part, authorizes the Attorney General to bring this action:

A civil action pursuant to this section shall be by equitable proceedings. If it appears to the attorney general that a person has engaged in, is engaging in, or is about to engage in a practice declared to be unlawful by this section, the attorney general may seek and obtain in an action in a district court a temporary restraining order, preliminary injunction, or permanent injunction prohibiting the person from continuing the practice or engaging in the practice or doing an act in furtherance of the practice. The court may make orders or judgments as necessary to prevent the use or employment by a person of any prohibited practices, or which are necessary to restore to any person in interest any moneys or property, real or personal, which have been acquired by means of a practice declared to be unlawful by this section, including the appointment of a receiver in cases of substantial and willful violation of this section.

In addition to the remedies otherwise provided for in this subsection, the attorney general may request and the court may impose a civil penalty not to exceed forty thousand dollars per violation against a person found by the court to have engaged in a method, act, or practice declared unlawful under this section; provided, however, a course of conduct shall not be considered to be separate and different violations merely because the conduct is repeated to more than one person. In addition, on the motion of the attorney general or its own motion, the court may impose a civil penalty of not more than five thousand dollars for each day of intentional violation of a temporary restraining order, preliminary injunction, or permanent injunction issued under authority of this section.

VENUE

15. Venue is proper in Polk County, pursuant to Iowa Code § 714.16(10), for the Consumer Fraud Act violations because the Defendants have conducted business in Polk County, and one or more of the victims reside in Polk County.

FACTUAL ALLEGATIONS

SERVICE AND VEHICLE PROTECTION PRODUCT CONTRACTS

16. At all times relevant to this action, Defendants advertised, offered for sale, and sold motor vehicle service contracts and vehicle protection products with a limited product warranty (collectively referred to as “service contracts”) to consumers within the State of Iowa, including Polk County.

17. Defendants engaged in the advertising and sale of vehicle service and vehicle protection product contracts on behalf of Providers who were to pay repairs covered under the contracts.

18. Defendants entered into marketing agreements with the Providers to perform the advertising, marketing and sale of these service contracts.

19. The parties to the service contracts are the consumers, who are the purchasers, and the Providers, who are to pay for any covered repairs.

20. Defendants failed to disclose to consumers that the contracts Defendants were selling were not between the consumers and Defendants but were between the consumers and the Providers.

21. Defendants engaged in a pattern and practice of failing to inform consumers during the oral sale transaction that the consumers’ continued relationship under the service contract would not be with the Defendants but with the Providers.

22. Defendants created the false and misleading impression that consumers were contracting with the Defendants and that the Defendants would pay consumers’ repair costs when such was not the case.

23. Defendants provided consumers with inconsistent and inadequate information regarding the performance, characteristics, uses, and benefits of the service contracts it sold.

24. Defendants falsely stated or misrepresented that consumers would receive “bumper-to-bumper” coverage, “gold” coverage, or coverage for “just about anything mechanical that can go wrong” with the consumers’ motor vehicles.

25. Defendants falsely stated or misrepresented that the service contracts Defendants sold could provide the same terms and coverage as a manufacturer’s warranty.

26. The vehicle protection products contracts that Defendants offered for sale and sold covered only certain repairs of lubricated parts of the engine and/or transmission.

27. Defendants did not adequately explain the contract limitations and exclusions to consumers.

28. Despite Defendants’ representations regarding coverage, the service contracts they sold contain material restrictions, limitations and exclusions that significantly limit the value and use of the contract.

29. Defendants failed to disclose the material terms, restrictions, limitations and exclusions of their service and vehicle protection product contracts in solicitations to and marketing contacts with consumers.

30. The service contracts contained an inconspicuous “Exclusions” section listing numerous components or services not covered by the contracts.

31. The service contracts containing the “Exclusions” section were only sent to consumers after they agreed to the contract and made a down payment.

32. Some consumers did not receive the written service contract for weeks or months and some consumers never received the contracts at all.

33. Defendants advertised, marketed and solicited individual consumers to enter into service contracts via the radio, television, direct mail pieces, telemarketing calls, and the U.S. Fidelis website, www.usfidelis.com.

DEFENDANTS' DIRECT MAIL MARKETING PRACTICES

34. Defendants advertised and misrepresented the nature of the service contracts as "warranties," "factory warranties," or "extended warranties" when in fact the product being sold was not a "warranty," "factory warranty," or "extended warranty." See Exhibit 3.

35. A "factory warranty" or "extended warranty" can only be offered and sold by an automobile manufacturer as provided in the federal Moss-Magnuson Warranty Act, 15 U.S.C. § 2301 et. al.

36. Defendants represented that they were an authorized seller of "extended warranties" through their solicitations and the name, "National Auto Warranty Services."

37. Defendants failed to disclose that Defendants were really offering to sell a motor vehicle service contract and/or a vehicle protection product contract and not an extended motor vehicle warranty.

38. Defendants misrepresented that their purported "extended warranty" offers were affiliated with an automobile manufacturer. See Exhibits 1 and 2.

39. Defendants misrepresented that their "extended warranty" offers were associated with a motor vehicle dealership from which a consumer purchased a motor vehicle by referencing the make and model of the consumer's vehicle and by urging the consumer to

“extend the **factory warranty coverage** on your vehicle.” See Exhibit 2.

40. Defendants mailed direct mail solicitations under the name “Dealer Services” rather than its corporate name, “U.S. Fidelis,” in a further attempt to create the false impression that they were selling extended warranties offered by the manufacturer or dealer. See Exhibits 1 and 2.

41. Defendants’ direct mail solicitations often referenced the manufacturer of the consumer’s motor vehicle, such as adding “Toyota Notification,” for example, to further the false impression Defendants were conveying of an affiliation or association between Defendants and the manufacturer of the consumer’s motor vehicle.

42. Defendants failed to disclose that they are not affiliated and have no relationship with the manufacturers who produced the consumers’ motor vehicles.

43. Defendants failed to disclose that Defendants are not affiliated and have no relationship with the dealers who sold the consumers their motor vehicles.

44. Defendants misrepresented that consumers’ motor vehicle warranties were expired, were expiring, or were about to expire. See Exhibit 1.

45. Defendants misrepresented that consumers’ motor vehicles may be unsafe or subject to a recall.

46. Defendants represented that consumers had a limited time to contact Defendants to purchase the “extended warranties” for their motor vehicles, when in fact the offer was actually available for a longer period of time.

47. Defendants represented that their offer was “exclusive” and not made to the general public when in fact identical or nearly identical offers were made to consumers across the

country.

48. Defendants misrepresented that they had a preexisting relationship with the consumer.

DEFENDANTS' TELEMARKETING PRACTICES

49. Defendants conducted sales through inbound telemarketing calls in which consumers called U.S. Fidelis sales representatives after receiving direct mail solicitations from the Defendants, after consumers heard and/or saw a radio or television advertisement for Defendants, or after consumers viewed the U.S. Fidelis website, www.usfidelis.com.

50. Defendants also conducted sales through the use of outbound telemarketing, including the use of an automatic dialing and announcing device ("ADAD") in which Defendants offered to sell their service and additive contracts through pre-recorded telemarketing calls, often referred to as "robo-calls."

51. Defendants' pre-recorded telemarketing calls did not relate to the payment for, service of, or warranty coverage of previously ordered or purchased goods or services, were not made to persons or organizations with a prior business relationship with Defendants and did not involve an initial message from a live operator or use an initial prerecorded message of a duration no longer than seven seconds prior to a live operator intercept.

52. Defendants' pre-recorded telemarketing calls purported to give consumers the option to speak with a sales representative, but consumers attempting to select this option for the purpose of asking to be placed on Defendants' internal do-not-call list had their calls disconnected or, if connected, Defendants' sales representatives hung up on the caller.

53. Defendants' pre-recorded telemarketing calls purported to give consumers the option to put themselves on the Defendants' internal do-not-call list by pressing a certain number, but the internal do-not call list did not in fact result in the cessation of calls to the consumers who pressed the number as directed.

54. In some instances, Defendants told consumers to call a different number to be placed on Defendants' internal do-not-call list, but consumers exercising this option discovered that the telephone number provided was not in service.

55. Defendants' telemarketing practices impaired consumers' efforts to notify Defendants and their agents that the consumers did not wish to receive solicitation calls by or on behalf of the Defendants.

56. Consumers continued to receive telemarketing calls from Defendants and their agents after the consumers asked not be called again and/or to have their names placed on Defendants' internal do-not-call list.

57. Defendants and their agents placed telemarketing calls in connection with their marketing of service contracts to telephone numbers in Iowa, including Polk County, which are listed with the National Do Not Call Registry maintained by the Federal Trade Commission.

58. Consumers who previously registered with the National Do Not Call Registry continued to receive Defendants' telemarketing calls after they advised Defendants' sales representatives that they were registered on the National Do Not Call Registry and that they wanted the calls stopped.

59. Defendants and their agents did not have prior express invitation or permission to make the telemarketing calls to the consumers who were registered with the National Do Not

Call Registry.

60. Defendants and their agents placed telemarketing calls in connection with their marketing of service contracts to cell phone numbers, emergency lines and hospitals.

61. Defendants and their agents failed to transmit caller identification information in the telemarketing calls they made in connection with their marketing of service contracts.

62. Defendants and their agents failed to check that the numbers Defendants were calling were not on the National Do Not Call Registry before placing the telemarketing calls in connection with their marketing of service contracts.

63. Defendants and their agents engaged in "spoofing" by blocking, disguising, or falsifying the identity of Defendants and failed to transmit or display the originator's telephone number or the telephone number of Defendants that consumers may call during regular business hours to be placed on a do-not-call list during telemarketing calls they placed in connection with Defendants' marketing of service contracts.

64. Defendants and their agents failed or refused to place consumers on internal do-not-call lists upon request by the consumer during telemarketing calls they placed in connection with their marketing of service contracts.

65. Defendants and their agents provided false or misleading caller identification information, including preventing the display of caller identification, using methods that bypass, circumvent, or disable caller identification, or using methods that mislead the caller as to the identification of the caller or the caller's phone number during telemarketing calls they placed in connection with their marketing of service contracts.

66. During the telemarketing calls, Defendants secured the consumer's agreement and a down payment over the phone and, only following receipt of the down payment did Defendants mail the actual service contract to the consumer, providing the first opportunity the consumers had to review the contract and see its actual terms.

DEFENDANTS' GENERAL MISLEADING AND DECEPTIVE SALES PRACTICES

67. Defendants represented an offer to be Defendants' "final" offer to a consumer, when in fact Defendants had never made any previous attempts to contact the consumer.

68. Defendants represented that their offers of "extended warranty" plans were the consumer's final chance to purchase such plans, when in fact the same offer or a substantially similar offer would still be available to the consumer in the future.

69. By representing that their offers were only valid for a limited time or were the consumers' final chance to purchase a purported "extended warranty," Defendants created a false sense of urgency that an offer would expire when no actual expiration date for the offer existed.

70. Defendants represented an affiliation, connection, sponsorship, or association with, or certification by, a third party, such as a manufacturer, government agency or other entity, when in fact Defendants had no such relationships with the referenced third party.

71. The representations made by Defendants' in their direct mail solicitations and during the course of Defendants' telemarketing calls misrepresented that the service contracts Defendants were selling would provide comprehensive, top-quality coverage for consumers' motor vehicles and would be easy to use.

DEFENDANTS' REFUND PRACTICES

72. During their sales presentations, Defendants represented to consumers that the consumers could obtain full refunds of the purchase price of the service or vehicle protection product contract within thirty days of purchase and obtain a pro rata refund thereafter.

73. When consumers requested that Defendants provide the consumers with a copy of the service contract prior to purchase, Defendants informed the consumers that they could not provide them with a copy of the contract, but represented that consumers could cancel the contract during the first thirty days and receive a full refund.

74. Defendants failed to disclose to consumers the difficulty the consumers would face if they attempted to cancel the contract.

75. Defendants made it difficult for consumers to cancel their contracts by not accepting certified letters from consumers which contained the consumers' written requests for cancellation and by hanging up on consumers who called Defendants to attempt to cancel.

76. In those instances where consumers succeeded in cancelling a vehicle protection product contract, Defendants refused to refund any money if any portion of the vehicle protection product was used.

77. In those instances where consumers succeeded in cancelling the service contract, Defendants frequently refunded less than that amount that was owed to the consumer or provided no refund at all.

78. In some instances, Defendants paid only part of the refund due to consumers, including for example, paying only sixty percent of the refund due the consumer and keeping the other forty percent.

79. Defendants deducted a fee from the refund, referring to it as a “processing fee,” even though this fee was neither authorized by the contracts nor disclosed to the consumers at the time of sale.

80. Neither all nor any part of the application for injunctive relief herein has been previously presented to or refused by any court or justice. Iowa R. Civ. P. 1.1504.

81. In an action by the state, no security shall be required of the state. Iowa R. Civ. P. 1.207.

CAUSES OF ACTION

83. Paragraphs 1 through 79 are incorporated herein by reference.

COUNT I

CONSUMER FRAUD ACT VIOLATIONS

84. Defendants’ solicitations and sales transactions to Iowa consumers and in Iowa were in connection with the lease, sale, or advertisement of merchandise.

A. Deception

85. Defendants violated Iowa Code § 714.16(2)(a) by engaging in deception in connection with their sales of motor vehicle service contracts and vehicle protection product contracts as set forth in paragraphs 22-26, 28, 34-41, 44-48, 52-54, 64-65, 67-71, 72, and 79.

B. Misrepresentation

86. Defendants violated Iowa Code § 714.16(2)(a) by engaging in misrepresentation in connection with their sales of motor vehicle service contracts and vehicle protection product contracts as set forth in paragraphs 22-26, 28, 34-41, 44-48, 52-54, 64-65, 67-71, and 72-79.

C. Omissions of Material Fact with the Intent that Others Rely Upon the Omissions

87. Defendants violated Iowa Code § 714.16(2)(a) by engaging in omissions of material fact with the intent that others rely on the omissions in connection with their sales of motor vehicle service contracts and vehicle protection product contracts as set forth in paragraphs 20-21, 26-31, 37, 42-43, 61, 63-64, 74, and 79.

D. Unfair Practices

88. Defendants violated Iowa Code § 714.16(2)(a) by engaging in unfair practices in connection with their sales of motor vehicle service contracts and vehicle protection product contracts as set forth in paragraphs 20-32, 34-48, 51-65, 67-72, and 79.

REQUEST FOR RELIEF

The State respectfully requests the Court grant relief against the Defendants as follows:

A. That the Court, pursuant to Iowa Code § 714.16(7), permanently enjoin each of the Defendants and (as applicable) each Defendant's directors, officers, principals, partners, employees, agents, representatives, subsidiaries, affiliates, successors, assigns, merged or acquired predecessors, parent or controlling entities, and all other persons, corporations, or other entities, acting in concert or participating with Defendants who have actual or constructive notice of the Court's injunction from engaging in the deceptive, misleading, unfair, and omissive acts and practices or otherwise violating the Iowa Consumer Fraud Act as alleged in this Petition. B. That the Court expand the provisions of the permanent injunctions as necessary by including such "fencing in" provisions as are reasonably necessary to ensure that the Defendants and other enjoined persons and entities do not return to the unlawful practices alleged herein, or commit comparable violations of law.

C. That the Court order Defendants, as a means of ensuring compliance with this Court's Order and with the consumer protection laws of Iowa, to maintain in their possession and control for a period of five (5) years, and in a manner designed to secure the privacy of all consumers' personal information, all business records relating to Defendants' advertisement and marketing of motor vehicle extended service contracts and automobile additives contracts with a limited product warranty.

D. That the Court order Defendants to cooperate with the Iowa Attorney General or his representative by providing the Attorney General, upon his request and upon reasonable twenty-four (24) hour notice, copies of any and all records necessary to establish compliance with the law and any court order granted herein, or to permit the Iowa Attorney General or his representative to inspect and/or copy any and all such records.

E. That the Court, pursuant to Iowa Code § 714.16(7), enter judgment against Defendants, jointly and severally, for amounts necessary to restore to consumers all money acquired by means of acts or practices that violate the Consumer Fraud Act.

F. That the Court, pursuant to Iowa Code § 714.16(7), enter judgment against Defendants, jointly and severally, for such additional funds as are necessary to ensure complete disgorgement of all ill-gotten gain traceable to the unlawful practices alleged herein.

G. That the Court, pursuant to Iowa Code § 714.16(7), enter judgment against Defendants, jointly and severally, for civil penalties up to \$40,000.00 for each separate violation of the Consumer Fraud Act, by each Defendant.

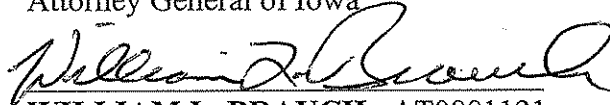
H. That the Court award the State interest as permitted by law.

I. That the Court, pursuant to Iowa Code § 714.16(11), enter judgment against Defendants, jointly and severally, for mandatory attorney fees, state's costs and court costs.

J. That the Court grant such additional relief as the Court deems just and equitable.

Respectfully submitted,

THOMAS J. MILLER
Attorney General of Iowa

A handwritten signature in black ink, appearing to read "William L. Brauch", is written over a horizontal line.

WILLIAM L. BRAUCH AT0001121
Special Assistant Attorney General
Director-Consumer Protection Division
1305 E. Walnut Street
Hoover State Office Building
Des Moines, IA 50319
Telephone: (515) 281-8772
Telefax: (515) 281-6771
e-mail: bbrauch@ag.state.ia.us

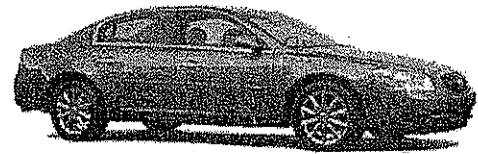
ATTORNEY FOR PLAINTIFF

Buick Notification

Dealer Services

100 Mall Parkway
St. Louis, MO 63385

T466 P1



Our records indicate that the factory warranty on your 2008 Buick has expired or may be expiring soon. *As a loyal Buick owner, you qualify for extended vehicle coverage of up to six additional years or 140,000 miles.* Only your vehicle qualifies for this program. Please refer to your **customer ID# A20-194-351** when you call.

Call immediately, 1-866-847-6655. It is important for you to take advantage of this direct purchase program to protect your investment. This program was designed to save you thousands of dollars in unnecessary repair bills.

With labor rates as high as \$100 per hour, mechanical repair costs continue to climb. The average cost just to replace a transmission is \$4800 and an average engine replacement is \$3800. Without extended vehicle coverage you will be responsible for these costs.

Due to the nature of this program, we can only authorize your vehicle for 72 hours from the receipt of this notice. This program is in conjunction with top rated nationwide insurance companies.

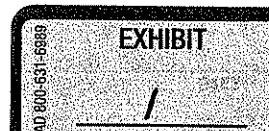
Roger, we will be taking calls for this program Monday - Thursday 7:30 AM to 8:00 PM; Friday 7:30 AM to 7:00 PM and Saturday 9:00 AM to 5:00 PM (Central Time).

Our coverage specialists can be reached at 1-866-847-6655. Please have current mileage, (VIN) vehicle identification number, and your customer ID number when you call.

Sincerely,

Kent Finley
Senior V.P.

P.S. Call toll free 1-866-847-6655 and refer to **customer ID# A20-194-351** to discuss options on your vehicle and receive free roadside assistance, value \$600, and interest free same as cash financing on your purchase.



T19 P1

PLUS 0% FINANCING*

1000

EXHIBIT

000 000 000 000

US Fidelis

Congratulations on the purchase of your extended warranty for your Cadillac FLEETWOOD/BROUGHAM. You will have peace of mind knowing that US Fidelis has the most comprehensive coverage.

Enclosed, you will find a copy of your warranty application (which provides the details of your specific plan), your finance agreement (if applicable) and a brochure detailing the benefits and use of your warranty. You should keep this information in your car for immediate use if you need service. Present your service contract to any authorized dealer when you need services. You will also find your identification card attached to this letter. This card contains the basic information about your warranty. If you have any questions about the coverages and/or use of your specific plan, please call our Customer Care Department at 1-800-687-3916, 8 a.m. to 5 p.m. CST Monday through Friday.

Please verify your mileage for accuracy. If your mileage is 1,000 miles greater/less than 109,250, please call Customer Care Department as soon as possible 1-800-704-0967. If your vehicle is used for commercial purposes, please see enclosed contract for definition of commercial usage.

Thank you for placing your trust in US Fidelis.

Sincerely,

Joshua Thompson

Joshua Thompson
Customer Care Manager

P.S. "SPECIAL BONUS!!" Refer a friend or family member, and when they choose extended coverage we will send you \$50.00 as a Thank You. Please remind them to ask for Justin Brooks. All contracts are subject to a cancellation fee.

US Fidelis

Term: 60 Miles: 100000 Ded: \$0.00
Year: 1995 Make: Cadillac
Model: FLEETWOOD/BROUGHAM

Claims: 800-663-1432 Roadside:

EXHIBIT

3

PEUCAD 800-663-6989